**MENTAL HEALTH SERVICES AGREEMENT**

This Agreement is entered into by and between CAC, hereinafter referred to as “CAC” and THERAPIST, referred to hereafter as the “Provider”.

**PURPOSE**

1. The purpose of this Agreement is tosecure mental health services for children, adults and families served through CAC.

**PERFORMANCE STANDARDS**

2. The Provider shall adhere to the current National Children’s Alliance Mental Health Standards (Attachment 2).

**TERM OF THE AGREEMENT**

3. The term of this Agreement shall be effective \_\_\_\_\_\_\_\_and shall remain in effect until terminated or amended by either party according to the terms set forth in this Agreement. The Agreement will be reviewed annually at the request of either party for necessary amendments.

**PROVISIONS**

**Provider agrees to:**

4. The following therapeutic service activities:

1. Accept referrals of child and adult clients who are the victims or family members of victims of physical and sexual abuse, neglect, family violence, drug endangerment and violent crime eligible to be funded through State, Federal, or other CAC funds.
2. Utilize evidence-supported, standardized measures to assess trauma history, individual/family functioning and trauma and/or abuse related symptoms.
3. Develop individualized treatment plans based on assessment results that include long term and short term measurable goals designed to reduce the negative effects of trauma and reduce risk.
4. Deliver evidence-based and trauma-focused mental health treatment using interventions and/or modalities recognized as best practices in child abuse cases. Treatments may include Trauma-Focused Cognitive behavioral therapy, abuse-focused behavioral therapy **(list out)**
5. Measure treatment outcomes and goal completion through period re-assessment.
6. Serve in a leadership role for CAC clinical staff providing other clinical staff with clinical consultation on an as needed basis and conducting regularly scheduled group consultation at least two (2) times in the calendar year.

5. Maintain contact, attend meetings and otherwise participate in official proceedings with the child victim’s Family Care Manager, Department of Children and Families Protective Investigator, law enforcement or court personnel as requested.

1. Submit the following written documentation:
2. Discharge Summary which includes progress in reaching measurable outcomes and the percentage of goal completion within two (2) weeks of discharge. A copy will be maintained in the client file.
3. Additional reports that may be requested from time to time by the partner agencies and/or the CAC Executive Director.
4. Submit completed bi-weekly invoices to the CAC Executive Director on Monday of the week following the end of the pay period or as requested by the CAC Executive Director. Invoices will include client’s name, date(s) of service, type of service and amount of time spent on that service. Note if client was discharged during reporting period and if Discharge Summary has been submitted.
5. Participate in Multidisciplinary Team (MDT) meetings, as needed.
6. Attend regular staff meetings as requested by the Executive Director.
7. Provide evidence of current professional licensure *prior* to the execution of this Agreement.
   1. It shall be the responsibility of the Provider to ensure that current licensure is continually maintained and proof of all changes including renewals or disciplinary actions are immediately provided to the Executive Director.
8. Provide evidence of current liability and Workman’s Compensation (if applicable) insurance coverage *prior* to execution of this Agreement and every subsequent year.
9. Be supervised by a licensed mental health professional, at own expense, if not licensed. Documentation of said supervision will be submitted regularly throughout the term of this Agreement, as determined by the CAC Program Coordinator.
10. Demonstrate completion of 8 hours of continuing education in the field of child abuse every 2 years. Documentation of continuing education hours will be provided to the Executive Director on or before March 31st of each odd numbered year throughout the term of this Agreement.
11. Incur no expense intended as a charge against CAC without prior consent from the CAC Executive Director, or designee.
12. Be an independent contractor in that CAC is not responsible for payment of any benefits to or for the provider including, but not limited to, employee vacation, pension, health insurance, FICA contributions, and Worker’s Compensation.

**CAC agrees to:**

1. Assign children and adults in need of mental health services to the Provider based upon the referrals received through the partner agencies.
2. Coordinate the scheduling of appointments based upon available dates/times provided by the Provider.
3. Provide space at the CAC facility for therapy services for CAC clients. The CAC facility is not available for other uses by Provider, including for private clients.

**RATE OF AGREEMENT**

1. The Provider agrees to provide approved services to CAC at $65.00 per hour **for direct therapeutic services**. The provision of **non-therapeutic services**, including preparation of treatment documentation and reports, participation in MDT case review and partner agency meetings, appearance at court/legal proceedings and attendance at agency staff and clinical consultation meetings, will be paid at a rate of $\_\_\_\_\_ per hour.
   1. Documentation time refers to time spent developing and preparing written treatment plans, clinical progress notes and discharge summaries.
   2. Reimbursed documentation time will be a maximum of fifteen (15) minutes per scheduled client per week.

**METHOD** **OF** **PAYMENT**

1. CAC agrees to pay the Provider for approved services rendered within thirty (30) days of receipt of verified invoice. The Provider agrees to promptly submit invoices that contain all required documentation necessary for payment.

**RETURN OF FUNDS**

1. The Provider agrees to return to CAC any overpayments due to unearned funds or funds disallowed, pursuant to the terms of this Agreement, which were disbursed to the Provider by CAC. The term “overpayment” includes, but is not necessarily limited to, payments collected by the Provider from CAC for services later determined by CAC be unsubstantiated by the records required to be maintained under this Agreement.

**RENEGOTIATION, MODIFICATION AND RENEWAL**

1. Modifications of provisions to this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Agreement if revisions to applicable Federal/State laws or regulations or increases/decreases in funding allocations make changes to this Agreement necessary.
2. Any reduction or increase to the agreed rates for any service provided under this Agreement must be authorized through an amendment to this Agreement.
3. This Agreement may be renewed at the time of its expiration for an additional period of time. The Provider acknowledges and agrees that there is absolutely no obligation on the part of CAC, either express or implied, to affect a renewal or extension of this Agreement for any period of time.

**NON-ASSIGNABILITY**

24. The Provider shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement.

**RETENTION OF RECORDS**

25. The Provider shall maintain all records in connection to this Agreement in accordance with CAC Record Retention Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Florida State Statutes and the Florida Department of Health licensure requirements for their specific clinical license.

26. In the cases of audit exceptions, all records shall be maintained until such exceptions have been cleared or resolved to the satisfaction of the auditor. The Florida Network of Child Advocacy Centers and the National Children’s Alliance or any persons duly authorized by them shall have full access to, and the right to examine any of said materials during said period.

**MONITORING**

1. The Provider shall permit CAC, \_\_\_\_\_\_\_\_\_\_\_\_ or the National Children’s Alliance to monitor the aforementioned services according to applicable regulation of the Federal Government and to audit and review all records required to be maintained. In those instances where monitoring activities disclose a significant problem(s), CAC will develop Corrective Action Plan(s) with input from the Provider if necessary to address performance problems.

**TERMINATION**

28. Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days-notice, pursuant to 45 C.F.R. Part 74. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

29. Termination Due to Lack of Funds: In the event funds to finance this Agreement become unavailable, CAC may terminate the Agreement upon no less than twenty-four (24) hours in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CAC shall be the final authority as to the availability of funds.

30. Termination for Breach: Unless the Provider breach is waived by CAC in writing, CAC may, by written notice to the Provider, terminate this Agreement upon no less than twenty-four (24) hours-notice. Waiver of breach of any provision of this Agreement shall not be deemed to be a modification of the terms of this Agreement. The provisions herein do not limit CAC right to remedies at law or to damages.

31. Upon receipt of notice of termination of this Agreement for failure to satisfactorily provide service or due to the lack of funds, the Provider shall cease service immediately. Upon receipt of notice of termination of this Agreement for any reason, the Provider shall prepare all final reports and documents required by the terms of this Agreement up to the date of termination. Provider shall submit immediately to CAC copies of the most recent service documentation. A final invoice will be provided to CAC within fifteen (15) calendar days after termination of this Agreement. CAC shall process the reports and documents when received and issue payment to the Provider, for the actual services rendered to the date of termination.

**INDEMNIFICATION**

32. The Provider agrees to be fully responsible for its acts or negligence, or its agents’ acts or negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Provider to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

33. Nothing in this Agreement shall be deemed to affect CAC’s right to provide its own defense and to recover from the Provider attorney’s fees and expenses associated with representation.

34. Law of Agreement: All questions, issues, or disputes arising out of or under this Agreement shall be governed by the laws of the State of Florida and state jurisdiction is hereby agreed by the parties in Citrus County, Florida, and federal jurisdiction is hereby agreed by the parties to be in the Middle District of Florida and all federal litigation will be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney’s fees and all proceedings, trials, and investigations, appearances, and appeals and any bankruptcy proceedings or administrative proceedings, shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in the Court of competent jurisdiction located in Citrus County, Florida; and if CAC elects to bring such action in Citrus County, Florida, the provider hereby waives any and all rights to have this action brought any place under any applicable venue laws. The parties hereby agree that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

35. It is the intent and understanding of the parties that the Provider is not an employee of CAC, and shall not hold itself out as an employee of CAC. It is the further intent and understanding of the parties that CAC does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination or other labor and employment claims against the Provider.

**INSURANCE**

36. Before starting and until completion of the work by the Provider, Provider shall procure and maintain the following:

a. Worker’s Compensation: Coverage to apply for all employees for statutory limits in compliance with the State and Federal Laws. (as applicable)

b. Liability Coverage: The Provider agrees to secure liability insurance coverage and accepts full responsibility for identifying the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and persons serviced under this Agreement.

**FINANCIAL AND COMPLIANCE AUDITS**

37. In the event that the Provider expends $500,000 or more in federal funds in its fiscal year, the Provider must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised and performed by an independent Certified Public Accountant.

38. Non-profit Providers will comply with OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Institutions and Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions.

**STATE AND FEDERAL REGULATIONS**

39. The Provider is cognizant of all state tax and licensure requirements, federal and state program rules, regulations, standards and guidelines established by CAC and the Department of Health and Human Services, Administration for Children and Families and agree to perform services under this Agreement in compliance with such regulations.

40. If this Agreement contains federal funds and is over $100,000, the Provider will comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 1857 (h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulation (40 C.F.R. Part 15).

41. It is expressly understood and agreed that the Provider will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to section 274A (e) of the Immigration Nationality Act (IN), 8 U.S.C.s.234a (e) (section 274(e)). Violation of the employment provisions as determined pursuant to section 274(e) shall be grounds for unilateral cancellation of this Agreement.

42. It is understood by the Provider that the intent of the Florida State Legislature is to place the following restrictions on the ability of persons convicted of public entity crimes to transact business with CAC per Section 287.133, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

43. The Provider will comply with the regulations of the Drug-Free Workplace Act of 1988, 45 C.F.R., Part 76, Subpart F. (Attachment 1)

44. The Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. (Attachment 1)

**CIVIL RIGHTS**

**The Provider agrees to comply with:**

45. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(d) et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from Federal Financial Assistance.

46. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal Financial Assistance.

47. Title IX of the Education Amendments of 1972, as amended, 42 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from Federal Financial Assistance.

48. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs and activities receiving or benefiting from Federal Financial Assistance.

49. Section 654 of the Omnibus Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities receiving or benefiting from Federal Financial Assistance.

50. The Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public service, and public accommodations.

51. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Code 29 C.F.R., Part 19019.1030 relating to protections of employees in the work place regarding blood borne pathogens.

52. All regulations, guidelines, and standards lawfully adopted under the above statutes.

**CERTIFICATION OF PROVIDER DEBARMENT OR SUSPENSION**

53. If this Agreement contains federal funding of $25,000.00 or more, the Provider must, prior to execution of the Agreement, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form. (Attachment 1)

**USE OF FUNDS FOR LOBBYING PROHIBITED**

54. The Provider must, prior to execution of this Agreement, complete the Certification Regarding Lobbying Form. (Attachment 1)

**COPYRIGHT**

55. The Provider agrees that all copyrightable material developed during the performance of this Agreement shall be subject to claims and/or rights of CAC and the Department of Health and Human Services. CAC shall have unlimited rights to all articles or other copyrightable materials developed in the performance of this Agreement, including the irrevocable license to reproduce, publish or otherwise authorize others to use the work for public purposes.

**PUBLICITY**

56. Publicity and information about the CAC shall be prepared and disseminated by CAC. If the Provider wishes to include references to the Children’s Advocacy Center in notices, written approval must first be obtained from the CAC Executive Director, or designee.

**SUSPECTED ABUSE REPORTING**

57. If at any time the Provider, or any employee thereof, is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined in Chapter 415, Florida Statutes, he/she is required to immediately report such known or suspected abuse or neglect to the Abuse Registry 1-800-962-2873.

**CONFIDENTIALITY**

58. The Provider shall refrain from disclosing any information concerning a recipient of services under this Agreement for any purpose not required by law or in conformity with CAC Multi-Disciplinary Team Inter-Agency Agreement and Child Abuse Investigative Protocol, federal and state requirements, including the regulations pursuant to F.S. 39.3035 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), governing the privacy of the individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers.

**REPORTING INCIDENTS/ACCIDENTS**

59. The Provider shall immediately report any unusual incidents or any injuries that take place during the provision of services under this Agreement to the CAC Contact Person for the Agreement, or his/her designee.

60. The section headings of this Agreement are for reference purposes only and will not be referred to in interpreting the provisions.

61. This Agreement and its Attachments contain all the terms and conditions agreed upon by the parties.

**CONTACT PERSONS**

62. The contact person for CAC for this Agreement is STAFF PERSON. The representative of the Provider responsible for the administration of the services provided under this Agreement is PROVIDER, or her designee. In the event different representatives are designated by either party after the execution of this Agreement, notice of the name and address of the new representative will be provided in writing to the other party and said notification shall be attached to the originals of this Agreement.

63. All notices required or desired to be sent to either party shall be sent to the following respective addresses:

**CHILDREN’S ADVOCACY CENTER, INC.**

123 Main St

Anytown, USA 12345

Telephone (999)999-9999

Fax (999) 999-9999

**PROVIDER:**

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

**PROVIDER**:\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_

Printed Name and Title if an Authorized Representative

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

**CHILDREN’S ADVOCACY CENTER, INC:**

Date:

, Executive Director

Thank you to Jessie’s Place in Lecanto, FL for their willingness to share this sample linkage agreement.